

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

BOARD OF TRUSTEES of the PLUMBERS'	)	
LOCAL UNION NO. 93 U.A., <i>et al.</i> ;	)	CASE NO. 08-CV-6452
	)	
Plaintiffs,	)	JUDGE: GOTTSCHALL
	)	
vs.	)	MAGISTRATE
	)	JUDGE: COX
S & K PLUMBING CO., an Illinois Corporation;	)	
SUSAN KILLIAN, an Individual; and JEFFREY	)	
KILLIAN, an Individual;	)	
	)	
Defendants.	)	

**MOTION FOR JUDGMENT IN SUM CERTAIN**

Now come Plaintiffs, BOARD OF TRUSTEES of the PLUMBERS' LOCAL UNION NO. 93 U.A., *et al.*, by and through their attorneys, JOHNSON & KROL, LLC, and move this Honorable Court for Judgment in Sum Certain in favor of Plaintiffs and against Defendant S&K Plumbing Co. and in support of their Motion state as follows:

1. On April 7, 2010, Plaintiffs filed their First Amended Complaint against Defendant S&K Plumbing Co. ("S&K") and its principals officers, pursuant to Section 502 of the Employee Retirement Income Security Act ("ERISA") and Section 301 of the Labor-Management Relations Act (29 U.S.C. § 1132 and 185 (2006)), to collect contributions owed pursuant to the terms of a Collective Bargaining Agreement and Trust Agreements. (Docket # 39).
2. On or about March 2, 2011, the Court granted Plaintiffs' Motion for Summary Judgment and denied Defendant's Motion for Summary Judgment, finding that Defendant S&K was and is bound by the terms of the Collective Bargaining Agreement in effect for the time period of June 1, 2008 through May 31, 2012. (Docket # 67).

3. On or about May 24, 2011, Defendant S&K filed a Motion for Judgment on the Pleadings, seeking to limit its liability to Plaintiffs.
4. On or about February 13, 2012, this Court entered a Minute Entry in which the Court denied Defendant's Motion for Judgment on the Pleadings and Ordered the parties to meet and confer regarding the total aggregate liabilities of Defendant S&K.
5. Pursuant to the Court's Minute Entry, on or about February 15, 2012, counsel for Plaintiffs and counsel for Defendants met to determine the total contributions, liquidated damages, interest, audit fees and attorney's fees owed by Defendant S&K to Plaintiffs.
6. This case involved unpaid contributions, wage deductions, liquidated damages, interest and attorney's fees.
7. The amount of contributions, wage deductions, liquidated damages, interest and attorney's fees due and owing to the Plaintiffs is determined by the number of hours worked by covered employees under the Collective Bargaining Agreement and Trust Agreements.
8. Defendant S&K currently owes Plaintiffs \$268,498.35 in unpaid contributions, liquidated damages and interest for the time period of January 1, 2005 through January 31, 2012. (Affidavit of Scott Spangle is attached as Exhibit 1).
9. Defendant S&K currently owes Plaintiffs \$44,188.24 in reasonable attorney's fees and costs incurred by Plaintiffs pursuant to the Collective Bargaining Agreement, Trust Agreements, and 29 U.S.C. § 1132(g)(2)(D). (Affidavit of attorney's fees is attached as Exhibit 2).
10. Defendant S&K remains bound by the provisions of the current Collective Bargaining Agreement between the Plumbers Local Union No. 93 U.A. and the Plumbing and

Mechanical Contractors Authority of Northern Illinois and is required under the Collective Bargaining Agreement to submit Contribution Reports and payments for all hours worked by its covered employees until the end of the bargaining term, May 31, 2012.

11. A proposed Order has been submitted to the Court.

**WHEREFORE**, Plaintiffs pray:

- A. That Judgment be entered in favor of Plaintiffs and against Defendant S&K in the amount of \$268,498.35 for all unpaid contributions, liquidated damages and interest for the time period of January 1, 2005 through January 31, 2012;
- B. That judgment be entered in favor of Plaintiffs and against Defendant S&K in the amount of \$44,188.24 for reasonable attorney's fees and costs incurred by the Plaintiffs in bringing this suit pursuant to the Collective Bargaining Agreement, Trust Agreements, and 29 U.S.C. §1132(g)(2)(D); and
- C. That Plaintiffs have such other and further relief as the Court may deem just and equitable all at the Defendant's cost pursuant to 29 U.S.C. §1132(g)(2)(E).

Respectfully Submitted,

**TRUSTEES OF THE PLUMBERS  
LOCAL 93 U.A. TRUST FUNDS**

By: /s/ William P. Callinan - 6292500  
One of Plaintiffs' Attorneys

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